

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES
PRIORITY MAIL CONTRACT 209 (MC2016-124)
NEGOTIATED SERVICE AGREEMENT

Docket No. CP2016-158

**NOTICE OF UNITED STATES POSTAL SERVICE OF
AMENDMENT TO PRIORITY MAIL CONTRACT 209,
WITH PORTIONS FILED UNDER SEAL**
(April 25, 2017)

The Postal Service hereby provides notice that the terms of Priority Mail Contract 209, in the above-captioned proceeding, have changed as contemplated by the contract's terms. A redacted version of the amendment to Priority Mail Contract 209 is provided in Attachment A, and the unredacted amendment is being filed under seal. The amendment will become effective two business days following the day that the Commission completes its review of this filing.

This amendment will not materially affect the cost coverage of Priority Mail Contract 209. Therefore, the supporting financial documentation and financial certification initially filed in this docket remain applicable. The Postal Service hereby incorporates by reference the Application for Non-Public Treatment originally filed in this docket, for the protection of the customer-identifying information that has been filed under seal.

Respectfully submitted,

UNITED STATES POSTAL SERVICE
By its attorneys:

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April 25, 2017

ATTACHMENT A

REDACTED AMENDMENT TO PRIORITY MAIL CONTRACT 209

**AMENDMENT
OF
SHIPPING SERVICES CONTRACT
BETWEEN
THE UNITED STATES POSTAL SERVICE
AND
[REDACTED]
REGARDING
PRIORITY MAIL SERVICE**

WHEREAS, the United States Postal Service (“the Postal Service”) and [REDACTED] (“Customer”) entered into a shipping services contract regarding Priority Mail Service on April 18, 2016.

WHEREAS, the Parties desire to amend the terms in Section I.E and Section III of the Contract.

NOW, THEREFORE, the Parties agree that the contract is hereby amended as detailed below. The existing contract remains unchanged in all other respects. This amendment shall become effective two (2) business days following the day on which the Commission issues all necessary regulatory approval.

[Replace Section I.E in its entirety, as follows:]

I. Terms

- E. Volume Commitment. Customer should ship at least [REDACTED] Contract Packages annually.

[Replace Section III in its’ entirety, as follows:]

III. Expiration Date and Termination

This contract shall expire three (3) years from the effective date, unless (1) terminated by either Party with 30 days’ notice to the other Party in writing, (2) renewed by mutual agreement in writing, (3) superseded by a subsequent contract between the Parties, (4) ordered by the Commission or a court, or (5) required to comply with subsequently enacted legislation.

If, at the conclusion of this contract term, both Parties agree that preparation of a successor SSC is active, this SSC will be extended for up to two (2) ninety (90) day periods with official notification to the Commission at least seven (7) calendar days prior to the contract’s expiration date. Upon both Parties agreement of the extension, the escalation clause will be implemented in Section I.G, throughout the extension period.

IN WITNESS WHEREOF, the Parties hereto have caused this amendment to be duly executed as of the later date below:

UNITED STATES POSTAL SERVICE

Signed by: *Cliff Rucker*

Printed Name: for Cliff Rucker

Title: Senior Vice President, Sales and Customer Relations

Date: 4/19/2017

